



Equipment Rental Agreement

1. Interpretation:-
- Agreement means this Agreement including any forms, schedules and attachments shall be taken, read, and construed as part and parcel of this Agreement as if they were expressly incorporated and set out in the body of this Agreement.
- Application Form(s) means the Application Form(s) filled in by the Customer via MedKlinn's website.
- Upfront Rent means a sum equivalent to three (3) months Rental and payable upon placement of order.
- Customer means the Customer's name stated in his/ her NRIC No. (Malaysian)/ Passport No. (non-Malaysian) and as provided in the Application Form.
- Customer's Address/ Premises means the address stated in the Application Form and which includes any other addresses provided by the Customer from time to time.
- Effective Date means the date on which Customer pays the Advance Rental and Security Deposit.
- Equipment means the model of the MedKlinn air and surface Steriliser, which includes a Cartridge that the Customer has selected in the Application Form. The Steriliser unit supplied may be either a new or a reconditioned unit.
- MedKlinn means MedKlinn International Sdn Bhd (Company No. 845537-V) of No. 22, Jalan Pengacara U1/48, Temasya Industrial Park, 40150 Shah Alam, Selangor and including its successors and assigns.
- Product Manual means the Product Manual attached to the Equipment.
- Payment Method means the payment method selected and indicated by the Customer in the Application Form(s).
- Rental Period means a period of 36 months from the Effective Date.
- Rental means the Rental amount stated in the Application Form(s).
- Security Deposit means the Security Deposit amount stated in the Application Form(s).
- Minimum Rental Period A period of 3 months from the Effective Date.

Return Policy

The return policy and procedures can be found at Medklinn's website (easyrent.medklinn.com) and to be followed by the Customer in returning the Equipment.

- 1.1 words importing the neuter gender only shall include the masculine and feminine genders and vice versa;
- 1.2 words in the singular number only shall include the plural number and vice versa;
- 1.3 a period of days from the happening of an event or the doing of any act or thing shall be deemed to be inclusive of the day on which the event happens or the act or thing is done;
- 1.4 the abbreviation "RM" shall mean Ringgit Malaysia, the lawful currency of Malaysia;
- 1.5 Unless prohibited by law, no rule of construction applies to the disadvantage of a party because it or its solicitors were responsible for the preparation of this Agreement.
- 1.6 any reference to a "day", "week", "month" or "year" is to that day, week, month or year in accordance with the Gregorian calendar.
- 1.7 The words "**hereof**", "**herein**", "**hereon**" and "**hereunder**" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement.
- 1.8 The headings and sub-headings to the clauses hereof shall not be deemed to be a part thereof or be taken into consideration in the interpretation or construction thereof or of this Agreement.
- 1.9 References herein to Recitals, Clauses, Schedules, and Appendices are references to recitals, clauses, schedules, and appendices in this Agreement.

Agreement

2. The Customer hereby applies to rent the Equipment upon the terms and conditions herein contained. MedKlinn reserves the right whether to accept or reject the Customer's Application.
3. The Customer warrants that:-
 - a) He/ she is not a bankrupt and has the legal capacity to enter into this Agreement;
 - b) The Customer is the person named in the Application Form; and
 - c) All the information provided in the application form is genuine, valid, correct and accurate. (The Customer shall notify MedKlinn of any changes to the information in writing as soon as possible.)

Payment, Rental & Security Deposit

4. Upon MedKlinn's acceptance of the Customer's Application, the Customer shall pay Advance Rental and Security Deposit to Medklinn. The date on which Customer pays the Advance Rental and Security Deposit shall be the Effective Date. Thereafter, the Customer shall pay the Rental for the Equipment on a monthly basis in advance.

5. The Customer shall pay the Rental, Security Deposit and any money due by the payment method selected by the Customer.
6. MedKlinn is entitled to charge the Customer interest for any late or outstanding payments at the rate of 10% per annum on any amount outstanding including any periods before and after judgement.
7. The Security Deposit may be forfeited by MedKlinn and utilised to off-set against any outstanding Rental, expenses, payments, administrative charges, compensation or to make good the Customer's breach of this Agreement.

Delivery, Ownership, Purpose Location & Care

8. MedKlinn shall deliver the Equipment to the Customer within seven (7) days from the receipt of Rental and the Security Deposit.
9. The ownership, title and interest in the Equipment belongs solely and exclusively to MedKlinn. The Customer is a licensee of the Equipment and does not in any way acquire any ownership or title to the Equipment.
10. The Customer shall use the Equipment for the intended purpose of an air and surface steriliser only.
11. The Equipment must not be removed from the Customer's premises as stated in the Application Form(s) (without MedKlinn's prior written consent). Customer agrees and undertakes not to sell, distribute or offer to rent or part with physical possession of the Equipment.
12. The Customer shall use, take care and maintain the Equipment in accordance with the Product Manual and shall not, or attempt to, tamper, dismantle or repair or modify or replace any of the part of the Equipment ("Unauthorised Acts"). In the event the Customer carries out of any these Unauthorised Acts, MedKlinn reserves the right to void any warranty on the Equipment, claim for damages, forfeit the Security Deposit and terminate this Agreement.

Maintenance

13.
 - a) In the event that the Cartridge or Equipment is not functioning and provided it is not caused by any Unauthorised Acts, the Customer is entitled to have the Equipment repaired or replaced without charge upon its return to and assessment by MedKlinn, provided that where the failure is due to improper use or tampering or modification, the Customer shall be charged for the cost of repair or replacement.
 - b) The Customer shall be entitled to receive a replacement Cartridge on the 13th and 25th month of the Rental Period.
 - c) The Customer's entitlement to receive the Replacement Cartridge or Equipment is only valid if that there are no outstanding rental or payment or compensation and the Customer is not in breach of any term of this Agreement.

Minimum Rental Period

14. The Customer shall rent the Equipment for the entire Rental Period unless otherwise earlier terminated in accordance with the Agreement.
15. The Customer agrees to rent the Equipment for a minimum of three (3) months from the Effective Date. Subsequently, if the Customer wishes to return the Equipment to MedKlinn and terminate this Agreement, the Customer shall return the Equipment including the Cartridge subject always to Customer's compliance with MedKlinn's Return Policy.

Termination

16. MedKlinn may terminate this Agreement for convenience without cause by giving the Customer two (2) months written notice.
17. If the Customer terminates this Agreement after the Minimum Rental Period and before expiry of the Rental Period, MedKlinn reserves the right to claim for Rental for the remaining Rental Period.
18. In the event that Customer fails to pay any outstanding Rental, payment or compensation or is in breach of any term of the Agreement, MedKlinn may early terminate the Rental Period forthwith by giving a written notice to the Customer.
19. If not earlier terminated, this Agreement shall automatically expire on the last day of the Rental Period.
20. Upon proper termination or expiry of the rental of the Equipment, the Customer shall return the Equipment (including the Cartridge) in good working condition to MedKlinn within seven (7) days from the date of termination or expiry, whichever is earlier. Customer shall retain and furnish proof of return of the Equipment by e-mailing the airway bill or any proof of delivery or supporting documents to MedKlinn.
21. Upon receipt of the Equipment (including the Cartridge) in good working condition, MedKlinn shall refund the Security Deposit, or any balance thereof after lawful deductions, to the Customer within sixty (60) days from the date of receipt of the Equipment.
22. If the Equipment (including the Cartridge) is returned not in a good working condition (fair wear and tear exempted), damaged, is lost or is not returned within the given time frame, the Customer shall be liable to compensate MedKlinn for the replacement cost.
23. Upon termination or expiry of the Rental Period, MedKlinn reserves the right to forfeit the Security Deposit if the Equipment is not returned to MedKlinn within seven (7) days.

Right to Recover

24. If the Customer fails to pay the outstanding rental or payment or compensation or fails to make good any breach of the Agreement, MedKlinn is authorised *inter alia* to take the following steps against the Customer:-
 - (a) Forfeit the Security Deposit;
 - (b) Claim for the balance unpaid Rental for the Rental Period;
 - (c) Notify CTOS or any similar credit reporting agency of the debt;

- (d) Repossess the Equipment and Cartridge; and
- (e) Take legal proceedings in Court to recover its losses.

Limitation of Liability

- 25. MedKlinn's liability to the Customer for the breach of any term of this agreement or any legal obligations that may arise hereunder in any and all circumstances for whatsoever loss or damage under any law or equity or tort shall be limited to the replacement of the Equipment or the cost of the Equipment only or up to a maximum limit of Ringgit Malaysia Fifty (RM50.00) only, whichever is the lower. Customer acknowledges that MedKlinn makes no representations or warranties of any kind whatsoever in respect of the supply of the Equipment or the fitness and purpose of the Equipment.

Miscellaneous

- 26. Any notices sent to the Customer by e-mail to his/ her stated e-mail address or by post to his/ her address shall be deemed good service of the notice. Any notices sent by the Customer to MedKlinn must be made through e-mail or by registered post to MedKlinn's address as posted on MedKlinn's website.
- 27. The Rental Rate is exclusive of GST or any service tax.
- 28. The Customer consents and permits MedKlinn to process, use or disclose his/ her personal data for purposes of credit checking, notifying credit reporting agencies, any purpose deemed to be in MedKlinn's interest and for the compliance with any laws or regulations. Customer warrants that all personal data and information furnished to MedKlinn through the Application Form is true, current and accurate. Unless notified otherwise, Customer consents to receive marketing and promotional materials from MedKlinn or its agents in printed or electronic format.
- 29. The Customer consents and permits MedKlinn to obtain credit reports, including, without limitation, consumer reports and background checks from a credit reporting agency or insolvency/ bankruptcy searches ("Credit Reports") and to use such Credit Reports for the purpose of evaluating the creditworthiness of Customer throughout the term of this Agreement.
- 30. This Agreement shall be governed by the laws of Malaysia. MedKlinn may amend or modify this Agreement and any such amendment or modification will be effective and binding when posted to MedKlinn's website or sent to the Customer's last known e-mail. Any failure by MedKlinn to enforce the terms or conditions of this Agreement shall not be a waiver of their right to enforce all terms and conditions of this Agreement
- 31. If any of the provisions of this Agreement is found by any competent authority (whether judicial or quasi-judicial) to be void or unenforceable such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.
- 32. MedKlinn shall be entitled to assign or transfer this Agreement or any of its rights and remedies hereunder without the consent of the Customer. Customer shall not be entitled to assign or transfer this Agreement without the prior written consent of MedKlinn.

33. Customer shall bear the stamp duty (if any) chargeable for this Agreement.
34. Upon the happening of any Act of God, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities MedKlinn may at its absolute discretion, forthwith, by giving notice in writing to the Customer terminate this Agreement and Clause 20 and 21 shall apply.

ACCORDINGLY, BY CLICKING "I AGREE", I, THE CUSTOMER ACKNOWLEDGE AND CONFIRM THAT I HAVE CAREFULLY READ THE PROVISIONS OF THIS AGREEMENT AND HAVE UNDERSTOOD THEM AND HAVE NOT RELIED ON ANY STATEMENT, REPRESENTATION OR WAIVER MADE BY MEDKLINN. I AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ALL DOCUMENTS, POLICIES, AND PROCEDURES INCORPORATED HEREIN BY REFERENCE.